

## ADMINISTRATIVE AGREEMENT

This Administrative Agreement ("Agreement") dated February 20, 2015, is made between FedBid, Inc. ("FedBid" or "Company") and the United States Department of the Air Force ("Air Force"). As used herein, "FedBid" means, without limitation, all operating divisions, units and wholly-owned subsidiaries of FedBid and all entities acquired or established by FedBid during the term of this Agreement.

### PREAMBLE

1. FedBid provides reverse auction services to the U.S. Government.
2. Mr. F. Glenn Richardson ("Mr. Richardson") served as President, Public Sector Sales of FedBid from December 2009 until April 2012. On April 1, 2012, Mr. Richardson entered into a consulting agreement with FedBid to serve as an advisor and continued in that role until FedBid suspended the agreement in mid-October 2014. The contract remained suspended until its expiration at the end of 2014.
3. Ali Saadat founded FedBid. He now owns approximately one-third of the outstanding shares of FedBid.
4. Mr. Saadat previously served as Chief Executive Officer ("CEO"). Joseph G. Jordan replaced Mr. Saadat as CEO in 2015.
5. On November 24, 2010, the Veterans Health Administration, a division of the Department of Veteran Affairs, awarded a task order to FedBid for reverse auction services for one base year and four option years.
6. On September 26, 2014, the VA Office of Inspector General issued a report titled "Administrative Investigation Conduct Prejudicial to the Government and Interference of a VA Official for the Financial Benefit of a Contractor Veteran Health Administration Procurement & Logistics Office Washington, DC" ("the VA OIG Report").
7. The VA OIG Report alleges the Company engaged in conduct reflecting adversely on its responsibility under Federal Acquisition Regulation Subpart 9.4 (48 C.F.R. Subpart 9.4). Specifically, the report alleges:
  - a. FedBid executives, including Mr. Richardson and Mr. Saadat, sought and obtained insight into nonpublic VA matters in exchange for potential employment of an individual;
  - b. A senior VA official provided nonpublic information to FedBid executives, including Mr. Richardson and Mr. Saadat, which Mr. Richardson and Mr. Saadat used to promote the company's business objectives; and

- c. The Company used a senior VA official to act as an agent of FedBid to promote FedBid as a reverse auction provider to the Defense Logistics Agency.
8. On January 26, 2015, based on the VA OIG Report and the underlying documents, the Air Force proposed to debar FedBid from Government contracting and Government-approved subcontracting pursuant to the procedures contained the FAR Subpart 9.4 and the Department of Defense FAR Supplement Subpart 209.4.
9. On January 28, 2015, the Air Force met with FedBid representatives, including Mr. Jordan and FedBid's counsel. During the meeting, FedBid representatives provided a copy of the Company's new Code of Business Ethics and Conduct, dated January 2015. The representatives also provided a binder titled "FedBid Compliance Documents." The documents contained an overview of FedBid's compliance program, its ethics hotline procedure, and its whistleblower policy, among other documents.
10. On February 5, 2015, FedBid provided a subsequent submission to the Air Force.
11. The submission outlined the changes FedBid has implemented since the VA OIG report was issued in September 2014. Specifically, the submission detailed several management changes, including appointing a Chief Compliance Officer, and improvements to FedBid's ethics and compliance program.
12. On February 10, 2015, the Air Force held a follow-up teleconference with FedBid representatives, including Mr. Jordan and FedBid's counsel.
13. On February 12, 2015, Mr. Saadat entered into an irrevocable Proxy and Voting Agreement, limiting his influence over FedBid.
14. For purposes of this Agreement, the Air Force and FedBid agree that FAR Subpart 9.406 provides a legally sufficient basis for FedBid's debarment.
15. This Agreement is intended to provide assurances to the Government that FedBid is presently responsible and that, notwithstanding the basis for the debarment, FedBid can be trusted to deal fairly and honestly with the Government and that the debarment of FedBid is not necessary in this case. As such, the Air Force agrees, based upon the facts currently known, to terminate the proposed debarment of FedBid and further agrees not to debar FedBid, subject to the terms and conditions in the Articles set forth below.

## **ARTICLES**

1. **DEBARMENT.** The debarment of FedBid is terminated, without prejudice, following execution of this Agreement by the Air Force. The Air Force shall retain the ability to institute administrative action, including without limitation, suspension or debarment, for any reason consistent with FAR Subpart 9.4, at its sole discretion. The Air Force's ability to institute administrative action under this article is in addition to the provisions of Article 5 hereof.

2. **PERIOD OF AGREEMENT.** This Agreement shall become effective upon its execution by the Air Force. The period of this Agreement shall be two years starting from the date of execution by the Air Force. The Air Force, at its sole discretion, has the ability to continue the Agreement for one additional year after the Company completes its reporting requirements for the first two years of the Agreement.
3. **EMPLOYEES.** The word Employee(s) in this Agreement includes the Company's officers; permanent and temporary employees; full-time, part-time, and subcontracted employees; domestic and internationally-located employees and consultants; and members of the Board of Directors.
4. **MANAGEMENT.** As it pertains to this Agreement, the word Management or Manager(s) in this Agreement includes all Company Officers, Board of Directors, Vice Presidents, and any other members that exercise a controlling influence in deciding substantive Company matters.
5. **BREACH OF AGREEMENT.** If, at any point during the term of this Agreement, the Air Force determines, in its sole discretion, that FedBid has breached a term of the Agreement or failed to meet any requirement of this Agreement, the Air Force may terminate this Agreement and suspend or initiate proceedings to debar FedBid and its Managers, Employees, and other agents, as appropriate. The basis of this determination shall include the misconduct giving rise to this Agreement and the breach of the Agreement. FedBid agrees not to contest the misconduct and the facts giving rise to the Agreement, as the admissions of misconduct contained in this Agreement are considered by FedBid and by the Air Force to be irrevocable and shall survive any termination of the Agreement. FedBid shall be permitted to request reconsideration of the decision under the procedures of FAR Subpart 9.406-4(c).
6. **SELF-GOVERNANCE PROGRAM.** FedBid shall implement and maintain an improved self-governance program that includes an Ethics and Compliance Program (collectively, "Program") covering all Employees. The Program shall be maintained to ensure that the Company and its Employees maintain the business honesty and integrity required of a Government contractor and that the Company operates in strict compliance with all applicable laws, regulations, and terms of all of its government contracts and subcontracts. The Program shall include the following components:
- a. **INFORMATION AND EDUCATION PROGRAM.** As part of the Program, the Company shall institute, maintain, and improve an information and education effort designed to assure that all Employees are aware of laws, regulations, and standards of business conduct they are expected to follow, their expected ethical conduct, and the consequences both to Employees and the Company that shall ensue from any violation. Training consists of at least one hour of annual, scenario-based ethics training to all Employees taught by Management, compliance training as needed, plus at least one hour of initial ethics and compliance training for every new Employee. If this education effort is updated or enhanced during the period of this Agreement, FedBid will provide descriptions of the enhancement and copies of training materials to the Air Force as part of the Article 9 report of the applicable reporting cycle.

b. **CODE OF CONDUCT AND EMPLOYEE CERTIFICATION.** The Company shall maintain a Code of Conduct ("Code"). A copy of the current Code is attached as **Exhibit A** to this Agreement. The Code shall be circulated to each employee of the Company. Within 30 days of the Agreement, each current employee shall have read the Code and signed a certification, or otherwise electronically certified, that he or she read and understood the Code. The Company shall continue to maintain the certifications in a register open to inspections to the Air Force. Thereafter, at least once each calendar year, every employee shall read the Code and re-sign a certification of Code compliance. The certificates shall be maintained and available for the Air Force's review and inspection during the period of this Agreement. On an annual basis, the Company shall include any updates or enhancements to the Code, along with any updated Code training materials, in the Article 9 report of the applicable reporting cycle to the Air Force. Additionally, the Company shall submit, as part of each report to the Air Force required by Article 9, a statement signed by the Chief Executive Officer that he has verified the certifications are being maintained and each Employee has provided a certification as required by this provision.

c. **HOTLINE.** The Company shall maintain a 24-hour, toll-free ethics hotline ("Hotline") for Employees to report concerns anonymously and to report issues or seek guidance on any aspect of the Company's business. Notices publicizing the Hotline number ("Notices") shall be posted in prominent locations at every Company office, to include but not limited to its headquarters and field offices. These Notices shall convey the Company's commitment to comply with all applicable laws and regulations in the conduct of its business. Notices shall also apprise Employees of their whistleblower rights and remedies under section 1553 of the American Recovery and Reinvestment Act of 2009 (123 Stat. 115). Additionally, the Company shall post Notices providing the phone numbers to report fraud, waste, and abuse and/or security violations to the Inspector General of the Department of Defense within 15 days of the execution of this Agreement. The Company shall submit, as part of each report to the Air Force pursuant to Article 9, information indicating the volume of Hotline calls and a summary of any subsequent investigations arising from Hotline calls.

d. **PERFORMANCE STANDARDS.** Promotion of and adherence to the Program shall be an element of each Manager's written performance standards and each Manager shall be appraised annually in writing on his or her adherence to and promotion of the Program.

e. **MANAGEMENT RESPONSIBILITY.** The Company's Management has the primary responsibility for implementing and updating the Program and the Code. In doing so, the Company shall ensure that an individual with suitable background and experience serve as the Company's permanent Chief Compliance Officer. This individual will, as part of FedBid's Management, ensure transparency and accountability of investigations into potential ethical violations.

7. **RELATIONSHIP WITH ALI SAADAT.**

a. The following restrictions apply to FedBid's relationship with Ali Saadat during the term of this Agreement. So long as Mr. Saadat is suspended, proposed for debarment, or debarred under FAR Subpart 9.4, Mr. Saadat shall not:

- (i) subject to Article 7(b), serve as an Employee, agent, or consultant of FedBid, with or without pay;
- (ii) be involved in any manner, directly or indirectly, with FedBid's day-to-day or long-term operation or management; or
- (iii) obtain or exercise any ownership right to vote any share of stock in FedBid on any matter involving the operation or management of the Company.

b. To the extent Mr. Saadat has business relationships, either directly or indirectly, with FedBid, including in his capacity as consultant to EPS Commerce, Inc., a wholly owned subsidiary of FedBid, those business relationships shall be reflected in arms-length arrangements that do not provide in any manner whatsoever for Mr. Saadat to control or to influence either the day-to-day or long term operation or management of the Company during the term of this Agreement.

c. To ensure Mr. Saadat is unable to exercise control over FedBid through stock ownership or otherwise, the Proxy and Voting Agreement executed on February 12, 2015, shall remain in effect (1) for the duration of this Agreement, or (2) until Mr. Saadat is no longer suspended, proposed for debarment, or debarred under the provisions of FAR Subpart 9.4, should that occur before the expiration of the term of this agreement. The Proxy and Voting Agreement is attached as Exhibit B. This provision is in addition to the restrictions imposed by Article 13.

8. **INDEPENDENT MONITOR.** FedBid shall retain the services of an independent, third-party expert (IM) acceptable to the Air Force with expertise in evaluating compliance and ethics programs to monitor the Company's Program and to provide the following services: (1) evaluate the effectiveness of FedBid's existing ethics and compliance program; (2) assess FedBid's ethical culture, particularly with regard to the Company's government contracting activities; (3) review FedBid's policies and procedures, training programs, and practices related to ethics and compliance, including whether its policies and procedures, training programs and practices satisfy the policy and performance standards set forth at FAR 3.1002, 9.406-1(a), and 52.203-13; (4) assess the measures implemented by FedBid to ensure Ali Saadat does not exercise influence or control over the Company; and (5) prepare a detailed report of findings and recommendations as to specific measures and internal controls the Company should adopt to establish a comprehensive, values-based ethics and compliance program. FedBid shall engage the IM to prepare and provide quarterly reports to the Company and to the Air Force as follows:

a. **IM's Quarterly Reports.** For the first twelve months of this Agreement, starting from the date of this Agreement, the IM shall submit a written report to FedBid and simultaneously to the Air Force on a quarterly basis that describes the measures taken by the Company during the reporting period to ensure compliance

with this Agreement. The reports shall include: (a) summaries of actions taken by the IM and recommendations provided by the IM to FedBid corresponding to Nos. (1) – (5) set forth above in this Article; (b) indications of any problems or weaknesses identified in the Program, the corrective action(s) proposed or undertaken, and the status of such corrective action; and (c) any recommended updates or enhancements to the Code to promote industry best practices relating to compliance and ethics programs, along with recommendations for updated Code training materials. The first report shall also include the IM's baseline assessment of FedBid's compliance and ethics program. Following the submission of the fourth quarterly report due under this Agreement, the Air Force will determine whether quarterly IM reporting must continue for the duration of this Agreement, or whether less frequent reporting is sufficient. After the initial twelve months, if the Air Force does not provide affirmative direction to FedBid, the reporting requirements will default to semi-annual reports.

b. The IM report shall be submitted to FedBid and to the Air Force 30 days prior to the due date for the Company's Article 9 report to the Air Force. The Company shall include in each of its reports a response to the problems or weaknesses identified in the report, as well as a plan for addressing the recommendations offered by the IM or an explanation why action is not being taken in response to an IM recommendation.

9. **FEDBID'S REPORTING OBLIGATIONS.** On a quarterly basis, FedBid's Chief Executive Officer shall submit a written report to the Air Force describing measures taken by the Company during the reporting period to ensure compliance with this Agreement. FedBid's first four reports shall be delivered on a quarterly basis; thereafter, FedBid may deliver the reports semiannually. **Exhibit C** provides the deadlines for these reports. The reports shall include information required by other Articles and subsections of this Agreement, as well as indications of any business problems or weaknesses associated with the obligations set forth in this Agreement, the corrective action proposed or initiated to address such problems or weaknesses, and the status of any corrective action. FedBid also shall include the following items in each report:

a. **REPORTS OF MISCONDUCT.** FedBid shall report to the Air Force any suspected misconduct that management has reasonable grounds to believe may constitute a violation of U.S. criminal or civil law. The Company shall investigate all reports of such misconduct that come to its attention and shall notify the Air Force of the outcome of such investigations and any potential or actual impact on any aspect of the Company's business. This requirement is in addition to other reporting requirements articulated in this Agreement, and any disclosure to an agency Office of the Inspector General and contracting officer (copies of which the Company also shall provide to the Air Force) pursuant to FAR Subpart 52.203-13; but this requirement may also be accompanied by a duplicate copy of a disclosure if within the applicable time period of the suspected misconduct.

b. **PROCUREMENT-RELATED AND ETHICS INVESTIGATIONS.** FedBid shall report to the Air Force information about the status of all internal and Government investigations concerning procurement-related matters and all allegations of business ethics or integrity-related misconduct that are pending, resolved, or initiated during the reporting period.

c. **PERFORMANCE STANDARDS.** At least annually, the Company shall include in its report a statement by the Chief Executive Officer that each Manager has been appraised on his or her adherence to and promotion of the Program.

d. **CHANGES IN MANAGEMENT.** The Company shall notify the Air Force if any of the Company's principals leaves his or her current position during the reporting period and provide the name of the successor to the Air Force upon appointment. The principal members of the Company's Management, as of the date of execution of this Agreement, are provided in **Exhibit D**.

e. **CONTACT WITH MR. ALI SAADAT.** FedBid shall report whether Mr. Saadat had contact with Management to discuss FedBid's day-to-day or long-term operation or management during the reporting period, with whom Mr. Saadat spoke, and the substance of such discussion, except for communications entirely related to EPS Commerce, Inc.

10. **LEGAL PROCEEDINGS.** The Company shall notify the Air Force within 30 working days of the time the Company's Chief Executive Officer, President, or General Counsel (or Chief Compliance Officer, if the position is severed) learns of: (a) the initiation of any criminal or civil investigation by any U.S. federal, state, or local government entity involving any allegations of U.S. criminal or civil law violations, or any other offenses relating to the Company's business integrity, if the Company has reason to believe that it is a target or subject of such investigation; (b) service of subpoenas by any such U.S. governmental entity, if the Company has reason to believe that it is a subject or target of the investigation; (c) service of search warrants and/or searches carried out by any U.S. government entity in any Company facility; or (d) initiation of any legal action against the Company, or any of its Managers, Employees, affiliates, or agents by any U.S. government entity alleging violations of any U.S. criminal or civil law or any other offenses, to the extent that any such alleged investigations, violations, or any other offenses relate to the Company's business integrity. The Company shall provide to the Air Force as much information as necessary to allow the Air Force to determine the impact of the investigative or legal activity upon the present responsibility of the Company for Government contracting. FedBid will provide updates on each incident reported to the Air Force in its Reports under Article 9.

11. **COOPERATION WITH INVESTIGATIONS.** The Company shall cooperate fully with all Government agencies responsible for audits, investigations or corrective actions relating the stated conduct, circumstances, and representations in the Preamble of the Agreement. FedBid agrees that full cooperation shall be judged by the Air Force, in its sole discretion, and shall include, at a minimum, providing full, unfettered, and timely access to Employees, records, documents, electronically-stored information, and any other information or evidence to federal

law enforcement upon request and without requiring a subpoena. Such full cooperation shall not require the Company to waive attorney-client privilege or work product protection, or any other applicable privileges or protections. Pursuant to this Agreement, the Company shall not seek to exclude from evidence any non-privileged information it provides to the Air Force (or other Government agency) from any forum including administrative, judicial, and executive.

12. **MEETING.** Within 30 days of the Company's submission of its first quarterly report under Article 9, the CEO and the Chief Compliance Officer of FedBid shall meet with Air Force representatives to review the Company's efforts under this Agreement. Subsequently, prior to the expiration of this Agreement, the CEO and/or the President and the Chief Compliance Officer shall meet with Air Force representatives to discuss the status of the Company's Program and implementation of IM's recommendations. All meetings may be conducted telephonically.

13. **BUSINESS RELATIONSHIPS WITH SUSPENDED OR DEBARRED ENTITIES.** The Company will institute and maintain a written policy stating it shall not knowingly form a contract with, purchase from, or enter into any business relationship with any individual, business entity or business entity controlled by an individual that is listed by a Federal Agency as suspended, debarred, or proposed for debarment, subject to the terms of Article 7(b). To effectuate this policy, the Company shall make reasonable inquiry into the status of any potential business partner, to include, at a minimum, review of GSA's SAM to verify the list of parties that are excluded from federal procurement and nonprocurement programs. Notwithstanding any other provision of this paragraph, the Company may enter into a business relationship with a suspended or debarred contractor, if the Company first determines in writing that a compelling reason justifies the action and furnishes a copy of that determination to the Air Force within 10 days prior to the Company entering into such a business relationship. The Company shall not enter into a business relationship with a suspended or debarred entity if the Air Force objects. In addition to the provisions of this Article, the Company shall comply with the requirements of FAR 9.405-2(b) and provide to the Air Force a copy of the documents submitted to the contracting officer pursuant thereto.

14. **UNALLOWABLE COSTS.** FedBid agrees that all costs, as defined in FAR 31.205-47(a), incurred by, for, or on behalf of the Company or any current or former Employee, affiliate, or agent in connection with: (a) the proposed debarment and negotiation or preparation of this Administrative Agreement; (b) any investigation conducted as a result of the proposed debarment and/or this Administrative Agreement; or (c) the costs of FedBid's submissions, presentations, reviews by outside consultants and law firms, and appearances before the Air Force Deputy Debarring and Suspending Official both in the past and throughout the term of the Agreement, shall be expressly unallowable costs for Government contract accounting purposes. However, the Company's present and future costs of maintaining, operating, and improving the Company's Program are allowable costs for purposes of this Agreement.

15. **ADVERSE ACTIONS.** The Company avers that adverse actions taken, or to be taken, by the Company against any employee or other individual associated with the Company arising out of or related to the conduct at issue here were/are solely the result of the Company's initiatives and decisions and were/are not the result of any action by, or on behalf of, agents or employees of the United States.

16. **PRESENT RESPONSIBILITY.** The Company's compliance with the terms and conditions of this Agreement shall constitute an element of the Company's present responsibility for Government contracting. By entering into this Agreement, the Air Force is not determining that the Company is presently responsible for any specific Government contract.

17. **NOTIFY EMPLOYEES.** The Company will, within 5 business days of signing, notify all Employees of the fact and substance of this Agreement, the nature of the conduct leading to this Agreement, and the importance of abiding by the terms of the Agreement and all requirements of law, regulations, and Company's policies and procedures.

18. **COMPANY SALE OF BUSINESSES.** In the event that the Company sells or in any way transfers operational control of any of its assets, other than the contemplated spin-off of its wholly owned subsidiary EPS Commerce, Inc., the Company shall notify the Air Force in advance and shall require the acquiring entity or transferee, as a condition of the sale or transfer, to remain bound by the terms of this Agreement for the duration of this Agreement, including, but not limited to, all reporting requirements; unless the Air Force expressly agrees in writing to waive or revise this requirement.

19. **COMPANY PURCHASE OF BUSINESSES.** In the event that the Company purchases or establishes new business units after the effective date of this Agreement, the Company shall implement all provisions of this Agreement, including all training and education requirements, within 60 calendar days following such purchase or establishment.

20. **WAIVER.** The Company hereby waives all claims, demands, or requests for monies from the Government, of any kind or nature including, but not limited to, in law or in equity, that the Company, its parent and/or its subsidiaries may have or may develop in the future arising from or related to any investigation, or resulting from any administrative or judicial proceedings, relating to the facts and circumstances giving rise to the proposed debarment and this Agreement, except for in separate proceedings to enforce contract and other existing rights or to challenge the cancellation or termination of any contract(s) based on the status of FedBid as a debarred or suspended entity.

21. **RELEASE.** The Company hereby releases the United States, its instrumentalities, agents, and employees in their official and personal capacities, of any and all liability or claims arising out of or related to the investigation, the suspension, or the discussions leading to this Agreement, except for in separate proceedings to enforce contract and other existing rights or to challenge the cancellation or termination of any contract(s) based on the status of FedBid as a debarred or suspended entity.

22. **PARAGRAPH HEADINGS.** The paragraph headings in this Agreement are inserted for convenient reference only and shall not affect the meaning or interpretation of this Agreement.

23. **COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which shall be an original, but all of which taken together, shall constitute one and the same Agreement.

24. **AIR FORCE RELIANCE.** The Company represents that all written materials and other information supplied to the Air Force directly by the Company's authorized representatives or through its counsel, during the course of discussions with the Air Force preceding this Agreement are true and accurate, to the best information and belief of the Company. The Company also represents that it has provided to the Air Force all information in its possession relating to its present responsibility. The Company understands that this Agreement is executed on behalf of the Air Force in reliance upon the truth, accuracy, and completeness of all such representations.

25. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements and understandings, whether oral or written, relating to the subject matter hereof. This Agreement shall be binding upon and be enforceable by the parties hereto and their respective successors and assigns.

26. **EXTRAORDINARY EVENTS.** If the Company is affected by an extraordinary event or circumstance beyond its control, the Company shall not be deemed to be in breach of this contract, by reason of delay in performance or non-performance of this Agreement to the extent that the delay or non-performance is due to any extraordinary event of which the Company has timely notified the Air Force.

27. **RESTRICTION ON USE.** The Company shall not use any term of this Agreement, the existence of this Agreement, or the termination of the Company's proposed debarment, for any purpose related to the defense or litigation of, or in mitigation of any criminal, civil, or administrative investigation or proceedings.

28. **BANKRUPTCY.** Bankruptcy proceedings shall not affect the enforcement of this Agreement in the interests of the Government.

29. **AUTHORIZED REPRESENTATIVE.** Mr. Jordan is fully authorized to execute this Agreement and represents he has authority to bind the Company.

30. **SEVERABILITY.** In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect other provisions of this Agreement.

31. **NOTICES.** Any notices, reports, or information required hereunder shall be in writing and delivered or mailed by registered, certified, or expedited postal or delivery service, with postage prepaid as follows:

If to the Company, to:            Joseph G. Jordan  
   Chief Executive Officer  
   FedBid, Inc.

8500 Leesburg Pike  
Vienna, VA 22182

If to the Air Force, to:

Rodney A. Grandon  
Debarring and Suspending Official  
Department of the Air Force  
1235 S. Clark Street, Suite 300  
Arlington, VA 22202

Or such other name and/or address as either party shall have designated by notice in writing to the other party.

32. **PUBLIC DOCUMENT.** This Agreement and any related Air Force administrative actions and notices are public documents. However, all documents submitted by the Company in connection with the underlying administrative action and this Agreement will be provided voluntarily for the Air Force to evaluate the Company's present responsibility. The Company's submissions may contain sensitive trade secrets or other proprietary information that may cause harm to the Company if released. Any release must comply with the Freedom of Information Act or any similar laws and regulations. Additionally, the Air Force shall collaborate with the Company to prevent improper disclosure.

33. **PROPOSED CHANGES OR MODIFICATIONS TO THIS AGREEMENT.**  
Changes, amendments, or modifications to this Agreement shall only be made and agreed to by a written document signed by the Air Force and FedBid. No changes shall be implemented without the prior approval of the Air Force.

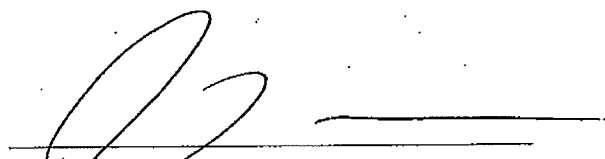
DEPARTMENT OF THE AIR FORCE

BY:  Rodney A. Grandon

Debarring and Suspending Official

DATE: 

FEDBID, INC.

BY:  Joseph G. Jordan

Chief Executive Officer

DATE: 